

NOTICE INVITING SEALED BIDS OR PROPOSALS

NOTICE IS HEREBY GIVEN that the City of Westminster, 8200 Westminster Boulevard, Westminster, County of Orange, California, will receive at the office of the City Clerk on or before the hour of 3:00 PM, Monday, June 15, 2009, sealed bids or proposals for:

PURCHASE OF ONE USED 80 KW PORTABLE GENERATOR UNIT #4902

Bids will be opened and publicly declared at 3:00 PM, Monday, June 15, 2009, in the City Hall located in the Westminster Civic Center, 8200 Westminster Boulevard, Westminster, California. Bids must be made on the forms provided for the purpose in an envelope addressed to the Westminster City Clerk, Westminster, California, marked:

PURCHASE OF ONE USED 80 KW PORTABLE GENERATOR UNIT #4902

Bids shall be for furnishing all labor, equipment, and materials in accordance with the specifications.

Specifications are available for examination or may be obtained free of charge at the Westminster Engineering Division. The work shall be done in accordance with these specifications. Any questions regarding this bid should be addressed to Kevin Beach at 714/895-2876, extension 6292. The City of Westminster reserves the right to accept or reject any bids presented; to waive any irregularity and informality in the bids and bid process; and to retain all bids and guarantees for a period of sixty (60) calendar days for examination and comparison, after the time set for the opening thereof.

By order of the City of Westminster, County of Orange, State of California.

/s/ Marian Contreras
City Clerk of the City of Westminster

BID REQUEST

PURCHASE OF ONE USED 80 KW PORTABLE GENERATOR

UNIT #4902

This bid request is intended to obtain competitive bids for the purchase of one Used 80KW Portable Generator, Unit #4902, for the City of Westminster. The generator shall be used, of the best quality, and a late model piece of equipment. It shall be provided in a neat and clean condition, and all equipment furnished shall be of standard manufacture. Options are to be factory build-in. Each bidder shall submit adequate information on equipment, materials, or services they propose to furnish to enable the City to evaluate the suitability for the purpose intended.

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions set forth are binding on all contracts between the City and participating bidders. The requirements herein specified are minimum, unless otherwise stated.

1. Whenever a question as to the meaning of any portion of these specifications is in dispute, or where there may be more than one interpretation given to any portion of the specifications, the interpretation of the City shall be final.
2. The City reserves the right to purchase goods, materials, services, or equipment provided for under the contract from any vendor, when circumstances necessitates the immediate purchase of such goods, materials, services, or equipment provided for under the contract, and which the bidder that is awarded the contract, cannot provide; or, if the bidder fails to meet any delivery date specified in its bid; or, if such goods, materials, services, or equipment are less costly via other suppliers. When the City has submitted a specific request or order for particular goods, materials, services, or equipment, provided for under the contract, to the bidder that is awarded the contract, but has not received delivery of the items ordered in compliance with the bid, then the City may immediately cancel that order for cause, without penalty, and shall inform the bidder that is awarded the contract, as soon as possible, that the items will be obtained elsewhere.
3. Bidders are requested to bid in accordance with the specifications, on the brand or manufacturer's names, as used in the description section, on new production models and unused materials, without the use of substitutions or equals, unless otherwise specified. Substitutes may be bid where substitution meets or exceeds specified brand/manufacturer requirements, and provided that such articles are considered by the City to be functionally comparable to, and in all essential respects in compliance with, the specification requirements, and at the discretion of the City. Substitution requests must be submitted for approval at least seven (7) calendar days prior to the bid opening date for evaluation. Where specifications for specific items are not included, manufacturer's standard

specifications will be met. It is understood that the articles offered by the bidder will meet all requirements of these specifications, unless deviations therefrom are clearly set forth in the submitted bid. Each bidder shall submit adequate information on equipment, materials, or services they propose to furnish to enable the City to evaluate the suitability for the purpose intended. Items purchased hereunder will be subject to final inspection and acceptance at destination.

4. All materials, equipment, and/or labor, as necessary, covered by this bid shall comply with the provisions of the Occupational Safety and Health Act of 1970 (or latest revision); all applicable State of California Codes; all Federal Vehicle Safety Specifications; the State of California Safety Orders, including Air-Pollution Control laws and regulations; all of the California Motor Vehicles Pollution Control Board requirements on crankcase, exhaust, and fuel emissions; and the California Motor Vehicle Code, if such regulations apply, and the State of California Administrative Code. Bidder certifies that all items furnished under this bid will conform and comply with said standards and regulations. Bidder further agrees to indemnify and hold the City harmless for all damages assessed against the City as a result of the bidder's failure to comply with any acts, standards, and/or regulations issued hereunder, and for the failure of the items furnished under this bid to so comply. Material Safety Data Sheet must be supplied for all chemical supplies.
5. The term "heavy duty", if used in these specifications, shall be interpreted to mean that the item(s) to which it applies shall exceed the usual quality, capacity, strength, and durability of standard production item(s); and, heavy duty item(s) shall be able to withstand unusual strain, wear, exposure, temperature, or other usage factors to which the item(s) may be subjected. The bidder shall furnish with this bid the manufacturer's specifications and codes, so that all heavy-duty item(s) supplied may be easily identified.
6. Manufacturers' warranties or guarantees on all goods, materials, services, or equipment shall apply. Should any equipment prove defective or should the system as a whole prove defective due to faulty workmanship, material furnished, methods of installation, or should said system or any part thereof fail to operate as planned due to any of the foregoing causes, the bidder agrees that the repairs shall be made and such material as necessary shall be furnished and installed within thirty (30) calendar days after oral or written receipt of demand from the City. In the event repairs are not made within thirty (30) calendar days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other firm. The bidder agrees to reimburse the City, upon demand, for its expenses incurred in restoring said systems to the condition specified in said contract, including the cost of any equipment or materials replaced or, upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City so they will operate successfully as originally contemplated. Repair work performed by the City's authorized person(s) WILL NOT VOID any portion of the warranty/guarantee.

7. The warranty period will start on the first day of the month that the equipment is put into service. If manufacturer's corrections or modifications applicable to any or all equipment under warranty are required, the bidder shall accomplish same at dealer's place of business or at the City of Westminster Corporation Yard, if space is available. The burden of transportation of the equipment shall be borne by the vendor. Full payment of the equipment will not be made until correction on initial warranty items and bid deficiencies are complete.
8. The City must necessarily make emergency repairs. Therefore, when defective material or workmanship results in emergency repairs, the bidder agrees to reimburse the City, upon demand, for the expenses incurred. Emergency repairs will be deemed as those repairs necessary due to malfunctions of equipment that render the equipment unusable. Said systems will be deemed defective within the meaning of this guarantee in the event that they fail to operate as originally intended by the manufacturers thereof and in accordance with the specifications.
9. The determination of the bid award will be made on a comparison of prices, quality, warranty, delivery, and discounts offered. Construction details, materials, and performance characteristics will also be a part of the final determination, shall be analyzed by the City, and the goods, materials, services, and/or equipment which, in its opinion, best serves the interest of the City of Westminster, will be purchased. To qualify as an eligible bidder, the bidder must provide delivery service. Bidder shall indicate delivery time on all materials, (i.e., one hour, one-half day, 24 hours, ten days, etc.). Each bidder shall quote its earliest delivery time with the bid, and elapsed time between bid date and delivery date shall be one of the determining factors in the award of the purchase order. The City reserves the right to award to other than the lowest bidder, if, in the City's opinion, the delivery time is excessive.
10. Bidders will show on the bid form the price for each item, and all the information requested. In the event the bidder does not wish to bid on a specific category, a "NO BID" entry shall be shown for the specific category. Failure to do so may disqualify you from the bid process. State sales tax (figured at 8.75%) should be identified in the bid as a separate listed amount. Any bid, which does not clearly and fully indicate the amount of the bid for each item thereof, may be rejected. All article(s)/prices are to be delivered F.O.B. City of Westminster Corporation Yard, 14381 Olive Street, Westminster, California. Delivery will be between the hours of 8:30 AM and 3:30 PM, Monday through Friday.
11. Submission of a signed bid shall be interpreted to mean that the bidder does agree to and has accepted all of the terms and conditions set forth in all the pages that make up this bid document. The bidder's signature is required on all sheets where noted. All bids must be typewritten or clearly printed, in ink; no erasures are permitted. Mistakes may be crossed out, the corrections made adjacent to, and must be initialed, in ink, by the person authorized to sign the bid. Proposals/quotations, if signed by other than an authorized officer of the

bidder's firm, must also be signed by a person who is authorized to submit bids. The bid should be checked and verified before submission, as it cannot be withdrawn after the bid opening. Responsibility for errors and/or omissions on the part of the bidders in making up their bids will not be assumed by the City. Bids must be submitted on the forms provided; return all pages. No oral or telephone modifications of any bid will be considered. Any bid may be withdrawn, either personally, by written request, or by Fax (confirmed) at any time prior to the designated bid opening time.

12. Your bid must be received at the office of the City Clerk, 8200 Westminister Boulevard, Westminister, California 92683, on or before 3:00 PM, Monday, June 15, 2009, Each bid shall be in a separate sealed envelope with the bid name, due date, and time showing on the outside of the envelope.
13. The bidder, if awarded the contract and located within the City of Westminister, must provide proof of a valid business license, or must procure a valid business license from the City.
14. Each bidder shall state whether they are an individual firm, corporation, or partnership; if a firm, give the name of the owner; if a corporation, the name of the president and secretary; and if a partnership, the name of the general partners.
15. The bidder shall submit a list of references of other accounts to whom bidder provides similar service. The reference list shall contain the name and phone number of the company, as well as a contact person.
16. Bidder's signed bid and written acceptance by the City in the form of a Purchase Order shall constitute a contract. No formal contract agreement or bonds are required unless so noted.
17. The successful bidder shall accept the compensation, as herein indicated, as full payment as specified herein. No adjustments in payment to bidder resulting in an increased cost above the bid price quoted herein will be accepted. All invoices are to be submitted monthly, in duplicate, to the City of Westminister, attention **Kevin Beach**, 14381 Olive Street, Westminister, California 92683. Invoices shall contain the Purchase Order number, description of item(s), size(s), quantities, unit price(s), extended total, and terms. Bid prices shall remain unchanged for a one-year period, (at the time the contract is awarded).
18. Time for taking discounts offered for prompt payment will be computed from the date of delivery and acceptance at destination, or from the date a correct invoice is received, if the latter date is later than the acceptance date.
19. If necessary, bidders must satisfy themselves by personal examination of the proposed work and by personal examination of the proposed contract documents as to the actual conditions and requirements of these specifications, and shall

not at any time after submission of the bids, dispute, complain, or assert that there was any misunderstanding in regard to the nature or the amount of work to be done, unless a written change in these specifications or contract, or written clarification thereof has been issued by the City.

20. The City will award the contract to the lowest responsible bidder; however, said City reserves the right to accept or reject any or all bids and any part of any bid, to waive any informality in the bids received, and if necessary, to take the said bids under advisement for a period not to exceed sixty (60) calendar days. The City shall not be required to make a statement of the reason for acceptance/rejection. The City shall be the sole judge as to whether any bid is acceptable and such decision of said party shall be final and conclusive. The City reserves the right to reject the bid of any bidder(s) who has previously failed to perform properly or complete on time, contracts of a similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. A firm's past warranty service performance and failure to correct deficiencies which may have resulted in a cost to the City which was a proper warranty service, will be a factor in making an award. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth in the specifications. The City also reserves the right to purchase the vehicle(s) from any vendor depending on availability at time of need.
21. City shall have the right to cancel at any time for bidder's breach of any provisions of this bid, including failure to meet their stated delivery date. Time is of the essence to meet the promised delivery date. City may cancel any subsequent bid award if bidder, in City's judgment, is failing to make sufficient progress so as to endanger performance of this bid and subsequent order in accordance with its terms. City reserves the right to terminate the contract without penalty, without cause, or with cause immediately, ten (10) calendar days after written notice thereof if delivered to the bidder personally or by mail addressed as shown on the purchase order form.
22. If bidder breaches this contract and fails to deliver the goods, materials, services, or equipment provided herein within the stated delivery time, or by failing to make sufficient progress so as to endanger performance of this bid and subsequent order (default), then City may terminate this contract and purchase the goods, materials, services, or equipment from whatever source, and bidder shall be liable to City for the difference in price which City is obligated to pay, and the price paid by the City shall be considered the prevailing market price at the time such purchase is made, plus its costs and expenses in enforcing its rights hereunder, including reasonable attorney's fees. Further, City may offset any such costs or expenses incurred against any of the monies which may be owing to the bidder.
23. The successful bidder shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or

performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government, where satisfactory evidence thereof is presented that the performance is not due to the fault or negligence of the party not performing.

I have read and understand the foregoing pages of the City of Westminster General Conditions, and have carefully checked all words and figures inserted in this bid. I understand that my company will not be released on account of any errors of the undersigned in the preparation of this bid. (Explain over your signature any erasures or interlineations in this bid proposal.)

Signature	(Printed Name)	Title
Company		Date

CONTRACTOR'S BID
PURCHASE OF ONE USED 80KW PORTABLE GENERATOR
UNIT #4902

Name of Company _____
Address _____

Contact Name (Please print): _____ Email: _____
Phone _____ Fax: _____
Authorized Signature _____ Title _____
Date: _____ Federal I.D. No. _____

Pursuant to the General Conditions of the City of Westminster and the Detailed Specifications, the above-signed firm offers to furnish the equipment described below.

SPECIFICATIONS FOR ONE USED 80KW PORTABLE GENERATOR

DESCRIPTION	MEET SPECIFICATIONS (Yes or No)
Make	
Model: 80 KW minimum	
Hours: Under 2500	
Engine – Diesel with CARB and SCAQMD Compliant California Approved Emission Control Devices. All required permits to be furnished with the unit.	
WARRANTY	
90 days minimum	

Does the bid furnished meet all specifications? _____ Yes _____ No

If "No", bidder shall clearly indicate each area of noncompliance and provide a detailed explanation of the deviation(s).

Delivery Time: _____
Bid Price \$ _____
Sales Tax: \$ _____
Total Bid Amount \$ _____ *(Please write out the Total Bid Amount Below):

Th
e undersigned has carefully checked all words and figures inserted in this bid and the undersigned will not be released on account of the errors of the undersigned in the preparation of this bid. Explain over your signature any erasures or interlineations in this proposal.

Signature: _____ Printed Name: _____
Title: _____ Date: _____
